Remarks

Claims 1-73 are pending.

Claims 38 and 67 were amended to particularly point out and distinctly claim Applicants' invention. Claim 38 recites accepting the rental proposal online to complete the rental agreement. See, for example, Claim 49.

Claim 67 recites accepting the rental proposal at the client system to complete the rental agreement. See, for example, Claim 49.

Interview Summary

The Examiner and the undersigned discussed the present Office Action in a telephone conversation on February 26, 2004. At this time, an Examiner Interview Summary has not been received. A record of the substance of the conversation is provided as follows:

(1)   No demonstrations were conducted.

(2)   Claim 1 was discussed.

(3)   Two cited references: (i) "Information on Hertz Corporation, 1997 - 2000" (Hertz), and (ii) "Information on Avis Rent A Car, 03 March 2000" (Avis) were discussed. The Examiner confirmed that page 69 of Hertz shows "Reservation Confirmation:" near the top thereof. The Examiner did not have a file history copy of Avis. The undersigned transmitted Avis (pages 1-13) to the Examiner by facsimile. Then, the Examiner confirmed that page 10 of Avis shows "Make a Reservation: Confirmation:" near the top thereof.

(4)   No amendment was discussed.

(5)   The undersigned stated that these two references do not teach or suggest the refined recital of accepting a rental proposal online and displaying a rental agreement based upon the accepted rental proposal within the context of Claim 1 in view of the meaning of "rental agreement" as is understood by those of ordinary skill in the art. Both Hertz and Avis disclose reservation confirmations rather than displaying a *rental agreement* based upon an *online* accepted rental proposal.

(6)   The Examiner stated that Hertz (page 68) provides a rental agreement because Hertz secures its reservations with a credit card.

(7)   No agreement was reached between the Examiner and the undersigned on points (5) and (6), above.

Rejections under 35 USC § 103(a)

The Examiner rejects Claims 1-9, 11-26, 28-32, 36-60 and 65-73 as being unpatentable over Hertz in view of Avis.

Since the Examiner refers to Hertz dating from 1997-2000, it is understood that this reference includes only pages 1-36, 53 and 62-69 of Hertz. For reasons of record, pages 37-52 and 54-61 of Hertz (which show a copyright in 2002) are not prior art.

Hertz (page 17) discloses that one can check the latest Hertz rates and instantly make, modify (page 22), or cancel (page 22) reservations online. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile. Hertz (page 18) discloses a rate and general information screen. Hertz (page 27) discloses updating a Hertz #1 Gold Profile online.

The Examiner states that Hertz discloses a system and method for completing a rental agreement online over the Internet. This statement is respectfully traversed as applied to the refined recital of Applicants' claims.

Avis discloses a rates and reservations section of a web site by which a user can request a rate or make a reservation by clicking (Avis, page 7) on "Reserve This Car!" Avis, pages 8-10, show making a reservation. Avis, page 10, shows "Make A Reservation: Confirmation" including information calculated based on information provided. "An Avis-honored charge card or an Avis Cash Pre-payment ID Card is required at the beginning of the rental."

The Examiner states that Avis discloses "displaying a rental agreement based upon [an] accepted rental proposal [page 10]." This statement is respectfully traversed as applied to the refined recital of Applicants' claims.

Claim 1 recites, *inter alia*, a method for completing a rental agreement online comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

The Examiner states that Hertz (pages 27 and 17) discloses entering reservation-related information and rental-related information for an item or service, the entering step entering at least some of the rental-related information from a master rental

agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement. This statement is respectfully traversed as applied to the refined recital of Applicants' claims.

Hertz (page 17) discloses that "[i]f you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile" to make a reservation.

Hertz (page 27) discloses that "[i]f you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use information (including the credit card number) contained in your rental profile" to make a reservation. Furthermore, Hertz (page 27) (emphasis in the original) discloses that "[y]ou can also update your Hertz #1 Gold profile online." See, also, Hertz (page 35) ("select Profile Updates").

This makes clear that the three possibilities in Hertz are to: (1) update your Hertz #1 Gold profile online and then make a reservation; (2) make a reservation using all of the information (including the credit card number) contained in the rental profile; and (3) make a reservation using some of the information contained in the rental profile and modify the rental profile.

There is no teaching or suggestion in Hertz of the refined recital of entering at least some of rental-related information from a master rental agreement and allowing modification of such information from such master rental agreement for rental of an item or service *without modifying such master rental agreement.*

Hence, Hertz does not teach or suggest the refined recital of a method for completing a rental agreement online including entering reservation-related information and rental-related information for an item or service, in which an entering step enters: (b) at least some of such rental-related information from a master rental agreement and *allows modification of information from such master rental agreement for rental of such item or service without modifying such master rental agreement*; creating and displaying a rental proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

The Examiner states that Hertz (page 61) discloses entering reservation-related information and rental-related information for an item or service, the entering step entering rental-related information without employing a master rental agreement. This statement is respectfully traversed as applied to the refined recital of Applicants' claims. Furthermore, as was discussed above, for reasons of record, page 61 of Hertz clearly shows a copyright in 2002, which is after Applicants' filing date.

At best, <u>Hertz</u> (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a <u>reservation</u> online. However, <u>Hertz</u> does not teach or suggest a method for completing a *rental agreement online* including entering: (a) rental-related information without employing a master rental agreement; creating and displaying a rental proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

As set forth in the present specification at page 3, lines 2-6, known conventional reservation methods and systems do not permit a user to complete an online rental agreement for a vehicle without employing a pre-existing master rental agreement. Furthermore, such systems do not permit a user to complete an online rental agreement with rental-related information that is different from that which is contained in the master rental agreement.

As also set forth in the present specification at page 31, line 32 through page 32, lines 6, under the invention, a user need not employ a master rental agreement in order to complete an online reservation and rental of a vehicle. Furthermore, such a user having a master rental agreement for business (or other) purposes may still employ some of the user profile information from that master rental agreement, and modify some of that profile information for a personal vehicle rental, without modifying the business-related master rental agreement.

Furthermore, <u>Hertz</u> (page 5) (emphasis added) makes clear the difference between its "reservation" "at time of reservation" and a "rental agreement" "at the time <u>and</u> place of rental". Clearly, <u>Hertz</u> only contemplates an online <u>reservation</u>. The rental agreement in <u>Hertz</u> only occurs later, when <u>not</u> online, at the time (*i.e.*, "Pickup Date" and "Pickup Time" of <u>Hertz,</u> page 21) and place (*e.g.*, "Airport/OAG Code" of <u>Hertz,</u> page 21) of the rental.

Also, <u>Hertz</u> (page 17) (emphasis added) makes clear that a "credit card number is required to secure all <u>reservations.</u>" Although <u>Hertz</u> (pages 67-69) discloses that a user may make and secure a <u>reservation</u> online, a rental agreement is not taught or suggested until "at the time and place of rental," which does <u>not</u> occur online.

Furthermore, the <u>reservation</u> of <u>Hertz</u> (pages 67-68) makes clear that "[a]pproximate rental charges are based on available information at time of reservation. Additional fees or surcharges may be applied at time of rental."

As employed in the Application, the term "rental agreement" means the same as "rental contract," which is legally binding on the parties entering into it. See Webster's Third New International Dictionary, p. 43 (1993) (a true and correct copy of which is attached hereto as Exhibit 1). See, also, the specification at page 15, line 13 ("accepted rental contract").

It is, therefore, crystal clear that there cannot be any "rental agreement" "online" because there is <u>no</u> meeting of the minds between <u>Hertz</u> and the user making the <u>reservation</u> as to an exact price. Such a rental agreement in <u>Hertz</u> is not taught or suggested until "at the time and place of rental," which does <u>not</u> occur online.

Although the Examiner argued in the telephone interview that securing a <u>reservation</u> with a credit card would result in a hypothetical charge to the user if the user did not show up "at the time and place of rental," it is submitted that there is no specific teaching in <u>Hertz</u> as to this point. Even if this is true, although this is not admitted, as was indicated above, there is no meeting of the minds between <u>Hertz</u> and the user as to exact price and to exact optional items associated with the <u>reservation.</u> See, for example, page 67 of <u>Hertz,</u> which shows that the user and <u>Hertz</u> have not yet agreed upon liability insurance, loss damage waiver, and personal property insurance. At best, the Examiner's hypothetical charge is associated with making and securing a <u>reservation</u> online and failing to complete a rental agreement "at the time and place of rental," which, as was discussed above, is <u>not</u> online.

It is submitted that <u>Avis,</u> which discloses (page 10) a reservation confirmation, adds nothing to <u>Hertz</u> regarding the refined recital of Claim 1. <u>Avis</u> discloses a <u>reservation</u> confirmation rather than displaying a *rental agreement* based upon an *online* accepted rental proposal. <u>Avis</u> merely teaches an online <u>reservation</u> confirmation and, later, while <u>not</u> online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". <u>Avis</u> does not teach or suggest and, in fact, teaches away from display of a *rental agreement* based upon an *online* accepted rental proposal. Hence, it is submitted that <u>Avis</u> does not teach or suggest and adds nothing to <u>Hertz</u> regarding displaying a rental agreement based upon an online accepted rental proposal as was asserted by the Examiner.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-9, 11-26, 28-32, 36 and 37 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claims 2, 3, 5, 11-16, 20, 21, 25, 26, 28-31 and 37 are not separately asserted to be patentable except in combination with Claim 1 from which they directly or indirectly depend.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and *allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement*. Claim 4 depends from Claim 1 and includes all of the limitations thereof. Claim 4 further patentably distinguishes over the references for corresponding reasons as were discussed above in connection with Claim 1.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement. The references (*i.e.*, Hertz and Avis) do not teach or suggest entering at least some of rental-related information from a history based upon information from an identification of a user without employing a master rental agreement. At best, Hertz (page 53) teaches and suggests storing and retrieving a reservation. At best, Hertz (page 22) teaches changing and canceling a reservation. It is respectfully submitted that the Examiner confuses a reservation with a *rental*. There is no teaching or suggestion of maintaining a *history* of *rental* information for *prior rentals* by a user; entering information from an identification of a user; and entering at least some of rental-related information from such *history* based upon such information from an identification of a user without employing a master rental agreement. Avis adds nothing to Hertz in this regard. Hence, Claim 6 further patentably distinguishes over the references.

Claim 7 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Furthermore, Claim 7 recites employing a driver's license as the recited identification. Hertz (page 9) discloses that a driver's license must be physically presented "at the time of rental". Avis adds nothing to Hertz in this regard. Since, the references do not teach or suggest the limitations of Claims 1 and 6, they clearly do not teach or suggest this additional limitation which further distinguishes over the references.

Claim 8 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Claim 6 recites, for example, maintaining a history of rental information for prior rentals by a user. Furthermore, Claim 8 recites provisionally entering at least some of the rental-related information from such history. The Examiner states that Hertz does not disclose provisionally entering some of rental-related information from a history. The

Examiner also states that <u>Hertz</u> discloses that you can use information (including the credit card number) "contained in your rental profile (information stored on Hertz system, i.e. history)." This statement is respectfully traversed as applied to the refined recital of Claims 1, 6 and 8. There is no teaching or suggestion in <u>Hertz</u> that a <u>profile</u> is a *history* of *rental* information for *prior rentals* by a user. Instead, the <u>profile</u> simply represents what information a user might employ for a future <u>reservation</u>. This is completely different than the refined recital of maintaining a history of rental information for prior rentals by a user.

The Examiner further states that it is known to use cookies to track customer actions on their sites to generate market information and to partially fill in online forms. This statement is traversed and the Examiner is requested to cite a reference within the context of the refined recital of Claims 1, 6 and 8 in which a history is maintained of rental information for prior rentals by a user, and at least some of rental-related information from such history is provisionally entered. <u>Avis</u> adds nothing to <u>Hertz</u> in this regard. Accordingly, for the above reasons, it is submitted that Claim 8 further patentably distinguishes over the references.

Claim 9 depends from Claim 8 and includes all of the limitations of Claims 1, 6 and 8. Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the *history*. Here, the Examiner refers to pages of <u>Hertz</u> disclosing (page 27) that you can update the Hertz #1 Gold <u>Profile</u> online, disclosing (page 17) that you can use some information from the <u>profile,</u> and disclosing (page 22) that you can change or cancel a <u>reservation.</u> For the same reasons as were discussed above in connection with Claim 8, <u>Hertz</u> does not teach or suggest the recited history and, thus, clearly does not teach or suggest these additional limitations. <u>Avis</u> adds nothing to <u>Hertz</u> in this regard. Therefore, for the above reasons, it is submitted that Claim 9 further patentably distinguishes over the references.

Claims 17-19 depend directly or indirectly from Claim 16 and include all of the limitations of Claims 1, 15, 16 and any intervening claim.

In connection with these claims, the Examiner refers to pages 24 and 25 of <u>Hertz,</u> which respectively disclose the United States Fleet of <u>Hertz</u> and an economy class car thereof. Those web pages have nothing to do with completing a rental agreement online; entering reservation-related information and rental-related information for an item or service; providing a reservation for such item or service based at least in part upon such reservation-related information; creating and displaying a rental proposal based upon such reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

It is submitted that the references do not teach or suggest the refined recitals of selecting a capacity of the vehicle in the recited reservation-related information (Claim 17), employing at least one of luggage capacity and passenger capacity as the recited capacity of the vehicle (Claim 18), and displaying at least one of an image of the recited vehicle, a class of the recited vehicle, and a rental price for the recited vehicle prior to the step of selecting a capacity of the vehicle (Claim 19) in combination with the recitals of Claims 1, 15 and 16. See, for example, the reservation process of Hertz (pages 17-21 and 62-69). Avis adds nothing to Hertz in this regard. Hence, it is submitted that Claims 17-19 further patentably distinguish over the references.

Claim 22 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 22 recites displaying instructions for a user at a rental facility in the *rental agreement*. Hertz (page 67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 23 depends from Claim 22 and includes all of the limitations of Claims 1 and 22. Furthermore, Claim 23 recites employing a plurality of different rental facilities; selecting one of the rental facilities; and dynamically providing the recited instructions in the rental agreement based upon the selected one of the rental facilities. Hertz (pages 65-67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited instructions of Claim 22 or the recited rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest dynamically providing such instructions based upon a selected one of rental facilities, which further patentably distinguishes over the references.

Claim 24 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 24 recites displaying a *rental* confirmation in the *rental agreement*. The Examiner states that Hertz does not disclose displaying a rental confirmation in a rental agreement. Avis (page 10) discloses a reservation confirmation. Since the references do not teach or suggest the recited displaying the rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claims 32, 36 and 37 depend from Claim 1 and include all of the limitations thereof.

Furthermore, Claim 32 recites displaying rental terms and conditions in the rental proposal that is accepted online. Hertz (page 67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

Furthermore, Claim 36 recites modifying the recited *rental agreement*. Hertz (page 17) discloses that a reservation can be modified or cancelled online. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 38 is an independent claim which, as amended, recites, *inter alia*, a method for completing a rental agreement between a client system and a server system comprising: under control of the client system, entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, sending the first information and the second information to the server system, receiving from the server system a rental proposal based upon the first information and the second information, displaying the rental proposal, and accepting the rental proposal online to complete the rental agreement; and under control of the server system, receiving the first information and the second information from the client system, providing a reservation based at least in part upon the first information, generating the rental proposal based upon the reservation and the second information, and sending the rental proposal to the client system.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of under control of a client system, entering at least some of second information pertaining to a rental of an item or service from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of such item or service *without modifying such master rental agreement.*

Hence, Hertz does not teach or suggest the refined recital of under control of a client system, entering: (b) at least some of such second information from a master rental agreement and *allowing modification of such second information from such master rental*

agreement for rental of such item or service without modifying such master rental agreement, sending first information and such second information to a server system, receiving from such server system a rental proposal based upon such first information and such second information, displaying such rental proposal, and accepting such rental proposal online to complete such rental agreement.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest under control of a client system, entering: (a) second information without employing a master rental agreement, sending first information and such second information to a server system, receiving from such server system a rental proposal based upon such first information and such second information, displaying such rental proposal, and accepting such rental proposal online to complete such rental agreement.

As was discussed in greater detail, above, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 38. Avis discloses a reservation confirmation rather than accepting a rental proposal *online* to *complete* a *rental agreement*. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away from accepting a rental proposal online to complete a rental agreement. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 38 patentably distinguishes over the references.

Claims 39-42 depend directly or indirectly from Claim 38 and patentably distinguish over the references for the same reasons.

Claim 42 is not separately asserted to be patentable except in combination with Claim 38 from which it depends.

Furthermore, Claim 39 recites including terms and conditions in the rental proposal; displaying an object; selecting the displayed object to accept the terms and conditions; and including the terms and conditions in the *rental agreement*. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. Avis adds nothing

to <u>Hertz</u> in this regard. Since the references do not teach or suggest the recited rental proposal, which is accepted online to complete the rental agreement, of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 40 recites generating the *rental agreement* at the server system based upon the accepted rental proposal. <u>Hertz</u> (pages 67-69) discloses an unconfirmed <u>reservation</u> and a <u>reservation</u> confirmation. <u>Avis</u> (page 12) discloses reviewing a <u>reservation</u> by keeping or canceling it. <u>Avis</u> does not teach or suggest any rental agreement and adds nothing to <u>Hertz</u> in this regard. Since the references do not teach or suggest any rental agreement within the context of the claims, much less the refined recital of generating a rental agreement at a server system based upon an accepted rental proposal, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 41 recites sending the *rental agreement* from the server system to the client system; and displaying the *rental agreement* at the client system. <u>Hertz</u> (pages 67-69) discloses an unconfirmed <u>reservation</u> and a <u>reservation</u> confirmation. <u>Avis</u> (page 12) discloses reviewing a <u>reservation</u> by keeping or canceling it. <u>Avis</u> does not teach or suggest any rental agreement and adds nothing to <u>Hertz</u> in this regard. Since the references do not teach or suggest the recited rental agreement of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 43 is an independent claim which recites, *inter alia*, a client system for completing a rental agreement with a server system, the client system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service by entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; a processor component cooperating with the entry component; a communication component, responsive to the processor component, sending the first and second information to the server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to

the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of a client system entry component entering second information pertaining to a rental of an item or service by entering at least some of such second information from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of such item or service *without modifying such master rental agreement.*

Hence, Hertz does not teach or suggest the refined recital of a client system entry component entering second information pertaining to rental of an item or service by entering: (b) at least some of such second information from a master rental agreement and *allowing modification of such second information from such master rental agreement for rental of such item or service without modifying such master rental agreement;* a processor component cooperating with such entry component; a communication component, responsive to such processor component, sending first and such second information to a server system, and receiving from such server system a rental proposal responsive to such sent first and second information; and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and such communication component, responsive to such acceptance, sending such acceptance to such server system, in order to complete such rental agreement online.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest client system entry component entering second information pertaining to rental of an item or service by entering: (a) such second information without employing a master rental agreement; a processor component cooperating with such entry component; a communication component, responsive to such processor component, sending first and such second information to a server system, and receiving from such server system a rental proposal responsive to such sent first and second information; and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and such communication component, responsive to such acceptance, sending such acceptance to such server system, in order to complete such rental agreement online.

As was discussed in greater detail, above, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the

user making the <u>reservation</u> as to an exact price. Such a rental agreement in <u>Hertz</u> is not taught or suggested until "at the time and place of rental," which does <u>not</u> occur online.

It is submitted that <u>Avis,</u> which discloses (page 10) a reservation confirmation, adds nothing to <u>Hertz</u> regarding the refined recital of Claim 43. <u>Avis</u> discloses a <u>reservation</u> confirmation rather than an entry component and a processor component cooperating to initiate acceptance of a rental proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to *complete* a *rental agreement online*. <u>Avis</u> merely teaches an online <u>reservation</u> confirmation and, later, while <u>not</u> online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". <u>Avis</u> does not teach or suggest and, in fact, teaches away from an entry component and a processor component cooperating to initiate acceptance of a rental proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to complete a rental agreement online. Hence, it is submitted that <u>Avis</u> does not teach or suggest and adds nothing to <u>Hertz</u> regarding this refined recital.

Hence, for the above reasons, it is submitted that Claim 43 patentably distinguishes over the references.

Claims 44-48 depend directly or indirectly from Claim 43 and patentably distinguish over the references for the same reasons.

Claims 44-48 are not separately asserted to be patentable except in combination with Claim 43 from which they directly or indirectly depend.

Claim 49 is an independent claim which recites, *inter alia*, a server system for completing a rental agreement with a client system, the server system comprising: a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving second information pertaining to a rental of the item or service from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online, the rental component receiving: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and

allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of a server system rental component receiving at least some of second information from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of an item or service without modifying such master rental agreement.

Hence, Hertz does not teach or suggest the refined recital of a server system rental component generating a rental proposal based upon a reservation and received second information, sending such rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to complete a rental agreement online, such rental component receiving: (b) at least some of such second information from a master rental agreement and *allowing modification of such second information from such master rental agreement for rental of such item or service without modifying such master rental agreement.*

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest a server system rental component generating a rental proposal based upon a reservation and received second information, sending such rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to complete a rental agreement online, such rental component receiving: (a) such second information without employing a master rental agreement.

As was discussed in greater detail, above, Hertz does not teach or suggest completing any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 49. Avis discloses a reservation confirmation rather than sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to *complete a rental agreement online*. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away from

sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to complete a rental agreement online. Hence, it is submitted that <u>Avis</u> does not teach or suggest and adds nothing to <u>Hertz</u> regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 49 patentably distinguishes over the references.

Claims 50-52 depend directly or indirectly from Claim 49 and patentably distinguish over the references for the same reasons.

Claims 50-52 are not separately asserted to be patentable except in combination with Claim 49 from which they directly or indirectly depend.

Claim 53 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a server system using a client system comprising: entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the first and second information to the server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

As was discussed in greater detail, above, there is no teaching or suggestion in <u>Hertz</u> of the refined recital of entering at least some of second information pertaining to a rental of an item or service from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of such item or service *without modifying such master rental agreement.*

Hence, <u>Hertz</u> does not teach or suggest the refined recital of a method for completing a rental agreement online including entering second information pertaining to a rental of an item or service, in which an entering step enters: (b) at least some of such second information pertaining to a rental of an item or service from a master rental agreement and *allows modification of such second information from such master rental agreement for rental of such item or service without modifying such master rental agreement*, sending first and such second information to a server system; receiving from such server system a rental proposal responsive to such sent first and second information; displaying such rental

proposal; accepting such rental proposal; and sending such acceptance to such server system, in order to complete such rental agreement online.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest a method to complete a rental agreement online including entering: (a) second information pertaining to a rental of an item or service without employing a master rental agreement; sending first and such second information to a server system; receiving from such server system a rental proposal responsive to such sent first and second information; displaying such rental proposal; accepting such rental proposal; and sending such acceptance to such server system, in order to complete such rental agreement online.

As was discussed in greater detail, above, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 53. Avis discloses a reservation confirmation rather than displaying a rental proposal, accepting such rental proposal, and sending such acceptance to a server system, in order to *complete* a *rental agreement online.* Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away sending an acceptance to a server system, in order to complete a rental agreement online. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 53 patentably distinguishes over the references.

Claim 54 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a client system using a server system comprising: storing information for a plurality of items or services; receiving from the client system first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, the generating step generating the rental proposal: (a) without

employing a master rental agreement, or (b) employing at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of using a server system comprising generating a rental proposal based upon a reservation and received second information pertaining to a rental of an item or service, with such generating step generating such rental proposal employing at least some of such second information from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of such item or service *without modifying such master rental agreement.*

Hence, Hertz does not teach or suggest the refined recital of a method for completing a rental agreement including using a server system comprising generating a rental proposal based upon a reservation and received second information pertaining to a rental of an item or service, with such generating step generating such rental proposal: (b) employing at least some of such second information from a master rental agreement and *allowing modification of such second information from such master rental agreement for rental of such item or service without modifying such master rental agreement*; sending such rental proposal to a client system; and receiving an acceptance of such rental proposal from such client system, in order to complete such rental agreement online.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest a method for completing a rental agreement including using a server system comprising generating a rental proposal based upon a reservation and received second information pertaining to a rental of an item or service, with such generating step generating such rental proposal: (a) without employing a master rental agreement, sending such rental proposal to a client system; and receiving an acceptance of such rental proposal from such client system, in order to complete such rental agreement online.

As was discussed in greater detail, above, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that <u>Avis,</u> which discloses (page 10) a reservation confirmation, adds nothing to <u>Hertz</u> regarding the refined recital of Claim 54. <u>Avis</u> discloses a <u>reservation</u> confirmation rather than sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to *complete* such *rental agreement online.* <u>Avis</u> merely teaches an online <u>reservation</u> confirmation and, later, while <u>not</u> online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". <u>Avis</u> does not teach or suggest and, in fact, teaches away from sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to complete such rental agreement online. Hence, it is submitted that <u>Avis</u> does not teach or suggest and adds nothing to <u>Hertz</u> regarding this refined recital.

Hence, for the above reasons, it is submitted that Claim 54 patentably distinguishes over the references.

Claim 55 is an independent claim which recites, *inter alia,* a system for completing a rental agreement comprising: a client sub-system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, a processor component cooperating with the entry component, a communication component, responsive to the processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; the server sub-system comprising: a data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the

communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of a client sub-system entry component entering at least some of second information pertaining to a rental of an item or service from a master rental agreement and allowing modification of such second information from such master rental agreement for rental of such item or service without modifying such master rental agreement.

Hence, Hertz does not teach or suggest the refined recital of a client sub-system entry component entering: (b) at least some of second information pertaining to a rental of an item or service from a master rental agreement and *allowing modification of such second information from such master rental agreement for rental of an item or service without modifying such master rental agreement*, a communication component, responsive to a processor component, sending first and such second information to a server sub-system, and receiving from such server sub-system a rental proposal responsive to such sent first and second information, and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and a server sub-system processor component cooperating with a communication component, a reservation component and a rental component to provide a reservation, to send such rental proposal to such client sub-system and to receive such acceptance of such rental proposal from such client sub-system, in order to complete such rental agreement online.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest a client sub-system entry component entering: (a) second information pertaining to a rental of an item or service without employing a master rental agreement; a communication component, responsive to a processor component, sending first and such second information to a server sub-system, and receiving from such server sub-system a rental proposal responsive to such sent first and second information, and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and a server sub-system

processor component cooperating with a communication component, a reservation component and a rental component to provide a reservation, to send such rental proposal to such client sub-system and to receive such acceptance of such rental proposal from such client sub-system, in order to complete such rental agreement online.

As was discussed in greater detail, above, <u>Hertz</u> does not teach or suggest any "rental agreement" "online" because there is <u>no</u> meeting of the minds between <u>Hertz</u> and the user making the <u>reservation</u> as to an exact price. Such a rental agreement in <u>Hertz</u> is not taught or suggested until "at the time and place of rental," which does <u>not</u> occur online.

It is submitted that <u>Avis,</u> which discloses (page 10) a reservation confirmation, adds nothing to <u>Hertz</u> regarding the refined recital of Claim 55. <u>Avis</u> discloses a <u>reservation</u> confirmation rather than sending a rental proposal to a client sub-system and receiving an acceptance of such rental proposal from such client sub-system, in order to *complete* a *rental agreement online*. <u>Avis</u> merely teaches an online <u>reservation</u> confirmation and, later, while <u>not</u> online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". <u>Avis</u> does not teach or suggest and, in fact, teaches away from sending a rental proposal to a client sub-system and receiving an acceptance of such rental proposal from such client sub-system, in order to complete a rental agreement online. Hence, it is submitted that <u>Avis</u> does not teach or suggest and adds nothing to <u>Hertz</u> regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 55 patentably distinguishes over the references.

Claims 56-60 and 65 depend directly or indirectly from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 56-60 and 65 are not separately asserted to be patentable except in combination with Claim 55 from which they directly or indirectly depend.

Claim 66 is an independent claim which recites, *inter alia*, a method for completing a rental agreement online and obtaining an item or service for rental comprising: entering reservation-related information and rental-related information for the item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the

rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

As was discussed in greater detail, above, there is no teaching or suggestion in Hertz of the refined recital of entering at least some of rental-related information from a master rental agreement and allowing modification of such information from such master rental agreement for rental of an item or service *without modifying such master rental agreement.*

Hence, Hertz does not teach or suggest the refined recital of a method for completing a rental agreement online including entering reservation-related information and rental-related information for an item or service, in which an entering step enters: (b) at least some of such rental-related information from a master rental agreement and *allows modification of such information from such master rental agreement for rental of such item or service without modifying such master rental agreement*; creating and displaying a rental proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying such rental agreement based upon such accepted rental proposal.

At best, Hertz (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz does not teach or suggest a method for completing a rental agreement online including an entering step entering: (a) rental-related information without employing a master rental agreement; creating and displaying a rental proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying such rental agreement based upon such accepted rental proposal.

As was discussed in greater detail, above, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 66. Avis discloses a reservation confirmation rather than displaying a *rental agreement* based upon an *online* accepted rental proposal. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away from display of a

rental agreement based upon an *online* accepted rental proposal. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 66 patentably distinguishes over the references.

Claims 67-73 depend directly or indirectly from Claim 66 and patentably distinguish over the references for the same reasons.

Claims 68-70, 72 and 73 are not separately asserted to be patentable except in combination with Claim 66 from which they directly or indirectly depend.

Furthermore, Claim 67, as amended, recites displaying the rental proposal at a client system; and accepting the rental proposal at the client system to complete the rental agreement. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. Avis adds nothing to Hertz in this regard. These references do not teach or suggest the refined recital of accepting a rental proposal at a client system to *complete* a *rental agreement*. Accordingly, Claim 67 further patentably distinguishes over the references.

Furthermore, Claim 71 recites providing expedited service at the rental counter based upon the *rental agreement*; and allocating the vehicle at the rental counter. The Examiner states that Official notice is taken that it would be obvious that Hertz employs priority service counters and that a vehicle is assigned at a rental counter. The Examiner is respectfully requested to cite a reference within the context of the claims regarding the refined recital of providing expedited service at a rental counter based upon the recited *rental agreement*; and allocating a vehicle at such rental counter. Since the references do not teach or suggest the recited rental agreement of Claim 66, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

The Examiner rejects Claims 10 and 61 as being unpatentable over Hertz in view of Avis and further in view of an article (Reference W of former form PTO-892) (kioskcom.com).

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

This reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz and Avis to render Claims 1 and/or 55 unpatentable.

Claim 10 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 61 depends indirectly from Claim 55 and patentably distinguishes over the references for the same reasons.

Claim 61 is not separately asserted to be patentable except in combination with Claims 55 and 60 from which its depends.

The Examiner rejects Claims 27, 33 and 62-64 as being unpatentable over Hertz in view of Avis and further in view of U.S. Patent No. 5,991,739 (Cupps et al.).

Cupps et al. discloses a system and method for providing an online ordering machine that manages the distribution of home delivered products over a distributed computer system. The background section of this reference discloses (col. 1, lines 21-29) that a consumer can place an order from a menu of a selected restaurant which is transferred to a World Wide Waiter server. The World Wide Waiter server then emails the order over the Internet to the restaurant. The restaurant confirms the order to the World Wide Waiter server. Upon receiving the restaurant's confirmation, the World Wide Waiter server transmits to the consumer a confirming email that the restaurant has received the order and will deliver the order.

The reference discloses that if an IVR procedure 134 receives a response from a vendor 108, an online order procedure 132 transmits a notification to the customer indicating the status of an order and updates an order database 128 with the status thereby completing the order. Notification to the customer can be by an email message. The reference also discloses that the online order procedure 132 can transmit to the vendor 108 directions to the customer's location as an email message.

This reference Cupps et al., which discloses a server emailing an order over the Internet to a restaurant and which discloses an online order procedure 132 that transmits a notification to a customer by an email message and transmits to a vendor 108 directions to a customer's location as an email message, adds nothing to Hertz and Avis to render Claims 1 and 55 unpatentable.

Claim 27 depends directly from Claim 26 and indirectly from Claims 1 and 25 and patentably distinguishes over the references for the same reasons.

Claim 27 is not separately asserted to be patentable except in combination with Claims 1, 25 and 26 from which it directly or indirectly depends.

Claim 33 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 33 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claims 62-64 depend from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 62-64 are not separately asserted to be patentable except in combination with Claim 55 from which they depend.

The Examiner rejects Claims 34 and 35 as being unpatentable over Hertz in view of Avis and further in view of Cupps et al. and an email by Markbaul titled "URL for VR's new owners?" (Markbaul).

The Examiner states that Markbaul discloses "access to information at remote location after receiving of e-mail message."

Markbaul discloses an e-mail from "Mark" followed by text "Visit my train pic website at:" followed by a link to that website.

This reference Markbaul, which discloses an e-mail message and a link to a web site, adds nothing to Hertz, Avis and Cupps et al. to render Claim 1 unpatentable.

Claim 34 depends directly from Claim 33 and indirectly from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 34 is not separately asserted to be patentable except in combination with Claims 1 and 33 from which it directly or indirectly depends.

Claim 35 depends from Claim 34 and patentably distinguishes over the references for the same reasons.

Furthermore, Claim 35 recites linking from the e-mail message to a web page to complete the rental agreement. The Examiner states that Hertz, Avis and Cupps et al. do not disclose linking from an e-mail message to a web page to complete a rental agreement. The undersigned attempted to access the web site from Markbaul at http://home.earthlink.net/~markbau/, but this could not be found. It is submitted that this web site might have shown pictures of trains. Clearly, Markbaul does not teach or suggest and adds nothing to Hertz, Avis and Cupps et al. regarding the refined recital of linking from an

e-mail message to a web page *to complete a rental agreement*. The Examiner states that
Markbaul discloses "access to information at remote location after receiving of e-mail
message." It is submitted that access to information, such as access to pictures of trains, does
not teach or suggest the refined recital of linking from an e-mail message to a web page to
complete a rental agreement. Accordingly, Claim 35 further patentably distinguishes over the
references.

Summary and Conclusion

The prior art made of record and not relied upon but considered pertinent to
Applicants' disclosure has been reviewed. In summary, it is submitted that the claims are
allowable over the references of record.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,

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